

# PALESTINE INDEPENDENT SCHOOL DISTRICT

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*"Home of the Dogwood Trails"*  
1007 East Park Avenue  
Palestine, Texas 75801  
(903)731-8000 FAX (903)729-5588

March 23, 2015

FCC  
Office of the Secretary  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

RE: Appeal Letter for CC Docket No. 02-6

To whom it may concern:

We are respectfully requesting an appeal of the "denied" decision we received dated February 5, 2015 from USAC in regards to Form 471 # 976450: FRN # 2659573 (Contract # Service Order # 1), FRN # 2659717 (Contract # Service Order # 2) , and FRN # 2659749 (Contract # Service Order # 4), for Funding Year 2014.

**Form 471 # 976450, FRN # 2659573, Form 470 # 909040000631605.  
Contract # Service Order # 1:**

USAC states their denial is based on a *contract violation*, stating that we are relying on a voluntary contract extension that was not indicated in the Form 470 # 909040000631605.

## **Our response:**

In short, we signed a 5-year contract which began as of the service date start of February 2010 and did not expire until February 2015. We did not specify a voluntary contract extension and did not extend our contract past the expiration date. See expanded explanation below:

Our initial Form 470 Application # 909040000631605 that was posted on 10/23/2007 stated we were seeking Telecommunication Services for all campuses in the Palestine Independent School District and were seeking a *multi-year contract*. Our RFP listed we were seeking WAN Connectivity for all Palestine ISD Schools.

**[Please see:**

**Attachment 2  
A copy of our Form 470 # 909040000631605**

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# PALESTINE INDEPENDENT SCHOOL DISTRICT

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A copy of our RFP for ERATE Year 11

previously submitted to USAC.]

After evaluation, the winning bid was awarded to Norlight, Inc. (who was later acquired by Windstream Communications, Inc. on December 2, 2010). The master agreement signed was for a **5 year period** covering the entire district and per our Windstream Account Manager Beth Buchanan on January 28, 2013 – it was 5 years as of the service start date which began in February 2010 and our contract would not expire until February 2015 – this included any addendums/service orders as well.

[Please see:

**Attachment 5**

**A copy of the original contract with Norlight (Windstream).**

**A copy of Service Order 1**

**Attachment 5-b**

**A copy of Service Order 2**

**Attachment 5 –d**

**A copy of Service Order 4**

**Attachment 6**

**Email from Windstream Account Manager Beth Buchanan**

previously submitted to USAC.]

**Per the USAC website under the FCC Form 470 Instructions – December 2013, Page 4, Section B. When, Where, and How Many Forms 470 to File:**

Services covered by a **qualified existing contract** for all or part of the funding year, including multi-year contracts signed pursuant to the posting of a Form 470 in a previous funding year, **do not require the filing of a Form 470**, because you are not seeking bids for these services. A **qualified existing contract** is:

- A signed, written contract executed pursuant to the posting of a Form 470 in a previous funding year, OR

**Per the USAC website under Contracts (Applicants Section, Step 3, Selecting Service Providers):**

**Multi-Year Contracts or Contracts with Voluntary Extensions**

A multi-year contract is a contract that covers more than one year. For example, a three-year contract is a multi-year contract that would expire at the end of the third year. A contract including voluntary extensions is a contract that expires at the end of its original term but that may be voluntarily extended for one or more years pursuant to the provisions in the contract.

- For contracts signed pursuant to FCC Forms 470 posted for Funding Years (FY) before FY2011, to comply with FCC competitive bidding requirements the applicant must have indicated in its Request for Proposals (RFP) and/or on the FCC Form 470 its intent to enter into a multi-year contract for services or a contract that includes voluntary extensions.

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# PALESTINE INDEPENDENT SCHOOL DISTRICT

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When voluntary extensions are indicated in Item 13 of FCC Form 470 and in the RFP, if an RFP was used, the applicant does not have to post a new FCC Form 470. In the event the FCC Form 470 does not indicate voluntary extensions, the contract cannot be extended beyond its original expiration date without posting a new FCC Form 470. However, note that the decision to extend a contract with voluntary extensions must occur before the FCC Form 471 is filed for the funding year when the contract would otherwise expire.

As stated above, per our original Form 470 # 909040000631605, we chose a multi-year contract. We **did not** indicate voluntary extensions.

**[Please see Attachment 2 previously submitted to USAC.]**

As of Funding Year 2014, in anticipation of our expiring contract, we posted a new FCC Form 470 # 266110001178547 and awarded our WAN contract to another vendor.

Based on this information, we request you reconsider the decision to deny FRN # 2659573 based on "the applicant relying on a voluntary contract extension" since our submitted evidence demonstrates that (1) we indicated our intent was to enter into a multi-year contract and not one with a voluntary contract extension on our original Form 470, (2) the multi-year contract with Windstream had not yet expired, (3) we have followed USAC guidelines for submitting a new FCC Form 470 for Funding Year 2014 and (4) we have already awarded Funding Year 2014 services to another vendor.

**Form 471 # 976450, FRN # 2659717, Form 470 # 909040000631605.  
Contract # Service Order # 2:**

USAC states their denial is based on a contract violation stating that the Form 470 cited does not include the billed entity requesting service that were listed in Block 4 of the referenced Form 471.

## **Our response:**

In short, Washington Early Childhood Campus did not open until Funding Year 2010 and was added to our Form 471 as required. However, due to our contract with Norlight which prevented us from seeking services from another vendor, we were not required to file another Form 470. Please see expanded explanation below:

Service Order # 2 was an amendment (as indicated in the Item 21 Attachment for Funding Years 2010, 2011, 2012, 2013, 2014) to our Master Agreement to add Washington Early Childhood Campus which had just opened Funding Year 2010 to the previously approved WAN under Form 470 # 909040000631605.

**[Please see Item 5-b previously submitted to USAC.]**

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# PALESTINE INDEPENDENT SCHOOL DISTRICT

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As stated in our original RFP we were requesting WAN Connectivity for **all** Palestine ISD Schools, our original Form 470 indicated that the Eligible Entities that would receive services would be Item c – School district, library system, or consortium application to serve multiple eligible entities.

**[Please see Attachment 2 previously submitted to USAC.]**

Per the contract between Norlight, Inc. and Palestine ISD, the scope of the agreement included the wording “and CUSTOMER (PISD) agrees to purchase such Services from NI”. The services being those outlined in the original service order. It also states that “Additional Service Orders .....shall be binding upon Norlight, Inc. and CUSTOMER (PISD) and shall be deemed a part of this Agreement.”

**[Please see Attachment 5 previously submitted to USAC.]**

Per this information, any additional requests to “obtain fiber optic transmissions capacity and ancillary services” such as those provided by Norlight, Inc. could only be purchased from Norlight, Inc. during the 5 year period of our contract.

As such, we request that you reconsider the decision to deny **FRN # 2659717** based on “contract violation stating that the Form 470 cited does not include the billed entity requesting service that were listed in Block 4 of the referenced Form 471” since our original contract (1) was between Norlight, Inc. and the Palestine ISD, including all its entities, (2) we added the Washington ECC to our Form 471 and Item 21 Attachments as part of our “School District”, serving multiple eligible entities starting with Funding Year 2010 when the campus was opened, (3) we have provided previous documentation that Washington ECC is an eligible entity and because of such, has received funding for previous years (Funding Year 2010, 2011, 2012), and (4) the fact that our contract with Norlight, Inc. restricted us from purchasing this service from any other vendor, thus negating the requirement to file a Form 470 requesting new service.

**Form 471 # 976450, FRN # 2659749, Form 470 # 909040000631605.**

**Contract # Service Order # 4:**

USAC states their denial is based on a contract violation stating that the Form 470 cited does not include the billed entity requesting service that were listed in Block 4 of the referenced Form 471.

## **Our response:**

In short, we began providing services for students at the Anderson County Juvenile Detention Center Funding Year 2012) which at that time was added to our Form 471 as required. However, due to our contract with Norlight which prevented us from seeking services from another vendor, we were not required to file another Form 470. Please see expanded explanation below:

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# PALESTINE INDEPENDENT SCHOOL DISTRICT

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Service Order # 4 was an amendment (as indicated in the Item 21 Attachment for Funding Years 2012, 2013, 2014) to our Master Agreement to add Anderson County Juvenile Detention Center, for which we had begun providing educational services for students who were being served there, to the previously approved WAN under Form 470 # 909040000631605.

**[Please see Item 5-d previously submitted to USAC.]**

**Per the USAC guidelines regarding Eligibility for Non-Traditional entities:**

FCC rules require USAC to look to state law to determine whether Head Start, pre-kindergarten, juvenile justice, or adult education being provided fits within the state's definition of elementary and secondary education and whether the school facility fits within the state's definition of an elementary or secondary school.

Under Texas State law ACJDC would be eligible.

Once again, per the contract between Norlight, Inc. and Palestine ISD, the scope of the agreement included the wording "and CUSTOMER (PISD) agrees to purchase such Services from NI". The services being those outlined in the original service order. It also states that "Additional Service Orders .....shall be binding upon Norlight, Inc. and CUSTOMER (PISD) and shall be deemed a part of this Agreement."

**[Please see Attachment 5 previously submitted to USAC.]**

Per this information, any additional requests to "obtain fiber optic transmissions capacity and ancillary services" such as those provided by Norlight, Inc. could only be purchased from Norlight, Inc. during the 5 year period of our contract.

As such, we request that you reconsider the decision to deny FRN # 2659749 based on "contract violation stating that the Form 470 cited does not include the billed entity requesting service that were listed in Block 4 of the referenced Form 471" since our original contract (1) was between Norlight, Inc. and the Palestine ISD, including all its entities, (2) we added the ACJDC to our Form 471 and Item 21 Attachments as part of our "School District", serving multiple eligible entities starting with Funding Year 2012, (3) we have provided previous documentation that ACJDC is an eligible entity and because of such, received funding for previous years, and (4) the fact that our contract with Norlight, Inc. restricted us from purchasing this service from any other vendor, thus negating the requirement to file a Form 470 requesting new service.

In conclusion, may we state that we have responded to all previous USAC PIA requests regarding Form 470 # 909040000631605 with the same information and in each case; the Form 471 Application was approved. Our understanding is that if we were bound by a multi-year contract that restricted our purchasing power to the one vendor (Norlight/Windstream), we could not ethically file a Form 470 when we knew, by law, that we would not be able to consider any other proposals since we were in a binding contract with Norlight/Windstream.

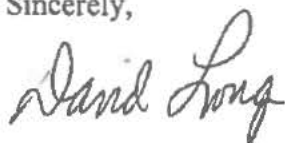
# PALESTINE INDEPENDENT SCHOOL DISTRICT

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Once again, we request that FCC reverse the denied decision to "Approved" based on the information we have submitted.

Thank you for your consideration in this matter.

Sincerely,



David Long  
Directory of Technology  
Palestine ISD  
1007 East Park Avenue  
Palestine, Texas 75801  
Email: [DLong@palestineschools.org](mailto:DLong@palestineschools.org)  
Phone: 903-731-8000 Ext. 2005  
Fax: 903-729-5588



FCC Form

Approval by OMB  
3060-0806

470

# Schools and Libraries Universal Service Description of Services Requested and Certification Form

Attachment  
2

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

**Block 1: Applicant Address and Identifications**

Form 470 Application Number: 909040000631605		
Applicant's Form Identifier: YR11-WAN-MYr R1		
Application Status: CERTIFIED		
Posting Date: 10/23/2007		
Allowable Contract Date: 11/20/2007		
Certification Received Date: 10/24/2007		
1. Name of Applicant: PALESTINE INDEP SCHOOL DIST		
2. Funding Year: 07/01/2008 - 06/30/2009		3. Your Entity Number 140751
4a. Applicant's Street Address, P.O.Box, or Route Number 1600 S LOOP 256		
City PALESTINE	State TX	Zip Code 75801 - 5847
b. Telephone number (903) 731-8000		c. Fax number (903) 729-5588
5. Type Of Applicant		
<input checked="" type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: David Long		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number 1600 S LOOP 256		
City PALESTINE	State TX	Zip Code 75801 - 5847

Attachment 2

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

☒ 6c. Telephone Number (903) 731-8000

☒ 6d. Fax Number (903) 729-5588

☒ 6e. E-mail Address [dlong@palestineschools.org](mailto:dlong@palestineschools.org)

## Block 2: Summary Description of Needs or Services Requested

### 7 This Form 470 describes (check all that apply):

☐ a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

☒ b. Services for which a new written contract is sought for the funding year in Item 2.  
Check if you are ☒ a multi-year contract and/or ☒ a contract featuring voluntary extensions

☐ c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

### 8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

☒ a. YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):  
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

☐ b. NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

☒ c. Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

Service or Function:

Quantity and/or Capacity:

WAN-Northside to Central Server

Up to 1 GB

WAN-Story to Central Server

Up to 1 GB

WAN-Sam Houston to Central Server

Up to 1 GB



WAN-Southside to Central Server	Up to 1 GB
WAN-Middle School to Central Server	Up to 1 GB
WAN-Maintenance to Southside	Up to 1 GB

**9 ☐ Internet Access**  
*Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.*

**a ☐ YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b ☐ NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Internet Access services. Attach additional lines if needed.

<b>c <input type="checkbox"/> Check this box if you prefer discounts on your bill.</b>	<b><input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</b>	<b><input type="checkbox"/> Check this box if you do not have a preference.</b>
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**10 ☐ Internal Connections Other than Basic Maintenance**  
*Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.*

**a ☐ YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b ☐ NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Internal Connections services. Attach additional lines if needed.

<b>c <input type="checkbox"/> Check this box if you prefer discounts on your bill.</b>	<b><input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</b>	<b><input type="checkbox"/> Check this box if you do not have a preference.</b>
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**11 ☐ Basic Maintenance of Internal Connections**  
*Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.*

**a ☐ YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b ☐ NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Basic Maintenance services. Attach additional lines if needed.

<b>c <input type="checkbox"/> Check this box if you prefer discounts on your bill.</b>	<b><input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</b>	<b><input type="checkbox"/> Check this box if you do not have a preference.</b>
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12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: David Long Title: Technology Director

Telephone number  
(903) 731 - 8000

Fax number  
(903) 729 - 5588

E-mail Address  
dlong@palestineschools.org

13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.

☒ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

### Block 3: Technology Assessment

14. ☒ Basic telephone service only: If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check one or both boxes in 15a through 15e. You may provide details for purchases being sought.

a. Desktop communications software: Software required ☒ has been purchased; and/or ☒ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☒ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☒ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☒ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

### Block 4: Recipients of Service



**16. Eligible Entities That Will Receive Services:**

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☒ Individual school or single-site library.

b. ☒ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☐ All public schools/districts in the state:  
☐ All non-public schools in the state:  
☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities	1
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
903	723
903	727
903	729
903	731
903	922

**17. Billed Entities**

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
140751	PALESTINE INDEP SCHOOL DIST

**18. Ineligible Participating Entities**

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
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**Block 5: Certification****19. ☒ I certify that the applicant includes: (Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7031(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☒ higher-level technology plans for using the services requested in the application; or
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.****22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.****23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.****24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity**



(Yes) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ~~Fill~~ certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Sec. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ~~Fill~~ acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: 

28. Date (mm/dd/yyyy): 10/24/2007

29. Printed name of authorized person: JERRY MAYO

30. Title or position of authorized person: SUPERINTENDENT

31a. Address of authorized person: 1600 S LOOP 256  
City: PALESTINE State: TX Zip: 75801-5847

31b. Telephone number of authorized person: (903) 731 - 8000

31c. Fax number of authorized person: (903) 7295588

31d. E-mail address number of authorized person: JMayo@PALESTINESCHOOLS.ORG

31e. Name of authorized person's employer: PALESTINE ISD

Service provider involvement with preparation or certification of a Form 478 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.slduniversal-service.org](http://www.slduniversal-service.org) or call the Client Service Bureau at 1-888-203-8100.

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 478) with the Universal Service Administration. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirements contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not contract or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC, or (b) any employee of the FCC, or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary. IRS has returned or other payments to collect that debt. The FCC may also provide the information to those agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470

P.O. Box 7026

Lawrence, Kansas 66044-7026

1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms

ATTN: SLD Form 470

3833 Greenway Drive

Lawrence, Kansas 66046

1-888-203-8100

FCC Form 470  
October 2004

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**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 140751****Applicant's Form Identifier: YR11-WAN-MYr R1****Contact Person: David Long Phone Number: 903-731-8000**

FCC Form

Approval by OMB  
3060-0806**470****Schools and Libraries Universal Service  
Program Description of Services Requested  
and Certification Form**

Do not write in this area.

**Form 470 Application Number: 909040000631605****19. ☒ I certify that the applicant includes:(Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7081(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☐ individual technology plans for using the services requested in the application; and/or
- b. ☒ higher-level technology plans for using the services requested in the application; or
- c. ☐ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.**

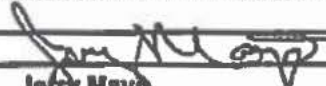
22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person		28. Date 10-24-07
29. Printed name of authorized person Jerry Mayo		
30. Title or position of authorized person Superintendent		
31a. Street Address of authorized person 1600 S. Loop 258 Palestine, TX 75801-5847		
31b. Telephone Number of authorized person (903) 731-8000		
31c. Fax Number of authorized person (903) 729-5588		
31d. E-mail address of authorized person jmayo@palestineschools.org		
31e. Name of authorized person's employer Palestine ISD		

Form 470 Application Number: 909040000631605  
 PALESTINE INDEP SCHOOL DIST  
 1600 S LOOP 258  
 PALESTINE, TX 75801-5847

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.sl.universalservice.org](http://www.sl.universalservice.org) or call the SLD client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools



and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government, is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, § U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide this information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

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Please submit this form to:

SLD - Form 470  
P.O. Box 7026  
Lawrence, KS 66044-7026  
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms  
ATTN: SLD Form 470  
3833 Greenway Drive  
Lawrence, KS 66048  
1-888-203-8100

Done

FCC Form 470  
November 2004

**Request for Proposal  
Palestine ISD  
WAN Connectivity for all Palestine ISD Schools  
For School Year 2008-2009**

**WAN RFP for ERate Year 11**

**School Addresses:**

Palestine High School (Where main server room is located)  
1600 S. Loop 256  
Palestine, TX 75801

Palestine Middle School  
233 Ben Milam Dr.  
Palestine, TX 75801

Northside Early Childhood Center School  
2509 Hwy 155 N  
Palestine, TX 75801

Sam Houston Early Learning Center School  
1000 E. Lamar St.  
Palestine, TX 75801

Story Elementary School  
5300 S. Loop 256  
Palestine, TX 75801

Southside Primary School  
201 Gillespie Rd  
Palestine, TX 75801

Palestine ISD Operations and Maintenance Facility  
1301 S. Royall St.  
Palestine, TX 75801

**Installation specifications:**

Min. 12-strand fiber optic cable terminating/labeling/testing all at each end in 19" rack  
Provide Cisco 3750 switch at campus end to "light" the fiber  
Provide Cisco 4506 switch at central server room  
Underground or aerial installation, underground preferred



**Request for Proposal  
Palestine ISD  
WAN Connectivity for all Palestine ISD Schools  
For School Year 2008-2009**

**Fiber routes:**

1. Northside to High School
2. Story to High School
3. Lamar to High School
4. Middle School to High School
5. Southside to High School
6. Operations and Maintenance to Southside

**For questions, please contact:**

David Long  
Palestine ISD  
Technology Director  
1600 S. Loop 256  
Palestine, TX 75801  
903-731-8003

December 18, 2008

**VIA FEDERAL EXPRESS**

Mr. David Long  
Palestine Independent School District  
Technology Director  
1600 South Loop 256  
Palestine, Texas 75801

**RE: Master Service Agreement and Service Order #1**

Dear Mr. Long:

Please find enclosed an original, fully executed copy of the Master Service Agreement and Service Order #1 for your files.  
Thank you for the opportunity to provide your school district with these services.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Tameia Bruns  
Legal Assistant  
8829 Bond St  
Overland Park, KS 66214  
Phone: 913-754-3308

Attachment  
5



PLSD Copy

## THIS MASTER SERVICE AGREEMENT

is made as of the 31st day of January 2008.

### BETWEEN:

Norlight, Inc. ("NI"), a body corporate duly incorporated and existing under the laws of the State of Kentucky, with a place of business at 3701 Communications Way, Evansville, Indiana 47715;

### AND:

Palestine Independent School District ("CUSTOMER"), a body corporate duly incorporated and existing under the laws of the State of Texas, with a place of business at 1600 South Loop 256, Palestine, TX 75801-5847.

### WHEREAS:

- A. NI is a provider of fiber optic transmission capacity and ancillary services.
- B. CUSTOMER desires to obtain fiber optic transmission capacity and ancillary services as described in a Service Order ("Services") from NI.
- C. The parties desire to enter into this Agreement, pursuant to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

### 1. SCOPE OF AGREEMENT.

NI shall use commercially reasonable efforts to provide those Services described in a Service Order, which is incorporated by reference as if set forth in full herein, to CUSTOMER at the rates and on the terms and conditions described herein; and CUSTOMER agrees to purchase such Services from NI. Additional Service Orders may be prepared by CUSTOMER and NI from time to time and, subject to execution by CUSTOMER and acceptance by NI, shall be binding upon NI and CUSTOMER and shall be deemed a part of this Agreement. The applicable rates for the Services are set forth in the applicable Service Orders. If all, or a portion of, the Services are off-net to NI, then such Services are offered subject to the initial and continued availability of facilities from NI's preferred underlying supplier at rates and on terms acceptable to NI; and NI, in its sole discretion, may adjust rates, disconnect Service or otherwise cancel an order for Service, if it is unable to obtain or maintain facilities for such off-net Service from its preferred underlying supplier at rates and on terms acceptable to NI.

### 2. DEFINITIONS.

For purposes hereof: "Available" means all necessary NI equipment for a Service has been installed. "Requested Service Date" means the date CUSTOMER desires for a Service to first be made Available, as specified in the applicable Service Order. "Service" or "Services" means transmission capacity (and ancillary services) that are covered by an executed Service Order that has been accepted by NI and made a part of this Agreement. "Service Commencement Date" means the date a Service is first made Available to CUSTOMER. "Service Order" means any CUSTOMER Service Order accepted by NI.

### 3. PAYMENT AND TAXES.

**3.A. Payment.** CUSTOMER shall pay NI each month within thirty (30) days of the date of invoice: (i) the monthly lease fee (prorated for any partial month) for each Available Service ("Monthly Lease Fee"), (ii) the non-recurring lease fee for each Available Service ("Non-Recurring Lease Fee") and (iii) any other applicable charges invoiced by NI to CUSTOMER, including without limitation any applicable termination charges, (collectively, the "Invoiced Amount"). The first invoice shall be for the first two months; each invoice thereafter shall be for the following month. If any invoice is not paid when due: (i) a late charge shall accrue equal to 1.5% per month (or the maximum legal rate, if less) of the unpaid balance; (ii) NI may suspend or terminate the Service without notice; and (iii) CUSTOMER shall reimburse NI for all charges, costs, expenses and attorney's fees incurred by NI to collect such amounts. Should CUSTOMER dispute any of the charges on its monthly invoice, it shall notify NI in writing within sixty (60) days after CUSTOMER's receipt of the invoice of the disputed charges and CUSTOMER's reason for disputing the same. If CUSTOMER does not deliver a challenge or dispute to any invoice within sixty (60) days after CUSTOMER's receipt of that invoice, the invoice will be considered final and accepted without recourse or later dispute by CUSTOMER.

**3.B. Taxes.** Sales taxes, property taxes, franchise fees and other local, state or federally charged, imposed or authorized taxes, tax-like charges, fees, charges or surcharges resulting from, or attributable to, this Agreement or the Services are not built into NI's rates and will be charged to CUSTOMER (with a reasonable overhead allocation, if such an overhead allocation is allowed by law). CUSTOMER agrees to pay all such charges. When applicable, CUSTOMER shall provide NI with a properly executed Certificate of Exemption for any such amounts from which CUSTOMER believes it is exempt and shall hold NI harmless from any costs or expenses resulting to NI should NI rely on such Certificate of Exemption.

#### **4. TERM & TERMINATION.**

**4.A. Term – Master Service Agreement.** The term hereof shall be for five (5) years, commencing on the date first written above and shall be automatically renewed from year to year under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term or renewal term. Notwithstanding such termination, this Agreement shall remain in full force and effect, and shall continue to govern, with respect to any then-existing Service Order for so long as such Service Order is in effect.

**4.B. Term – Service Order.** Each Service Order shall have its own initial term. Upon the expiration of the initial term applicable to that Service Order, the term of such Service Order shall automatically renew from year to year under the same terms and conditions as stated herein, unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term or renewal term.

##### **4.C. Termination – Service Order.**

**4.C.i.** A Service Order may be terminated by either party by giving notice of termination to the other party at the end of the initial term, or at the end of the then current renewal term, applicable to that Service Order.

**4.C.ii.** A Service Order may be terminated by NI immediately, on notice to CUSTOMER, if, in NI's sole discretion, an applicable legislature, court of competent jurisdiction, underlying rights provider, administrative agency or other governmental entity substantially changes a material rate or term contained herein or makes future performance of that Service Order impossible or commercially unreasonable.

**4.C.iii.** A Service Order may be terminated by NI if CUSTOMER fails to pay any sum due hereunder, whether for that Service Order or otherwise, on or before the date such amount becomes due or admits its inability to pay its debts as such debts become due.



Upon the termination of a Service Order, all rights of CUSTOMER related to that Service Order shall immediately cease and terminate.

#### **4.D. Termination Liability.**

4.D.i. If CUSTOMER terminates a Service Order for any reason not stated in Section 4.C.(i) above or 5.C below, or if NI terminates a Service Order because of CUSTOMER's nonpayment, then CUSTOMER shall pay to NI, within ten (10) days of termination, (i) all amounts under or related to that Service Order owed to NI that are attributable to the period ending on the applicable termination date plus (ii) the Non-Recurring Lease Fee for that Service Order, if not already paid, plus (iii) an amount equal to the Monthly Lease Fee for that Service Order multiplied by the number of months remaining in the then current term of such Service Order. Such amounts constitute liquidated damages, not a penalty.

4.D.ii. If either party terminates a Service Order in accordance with Section 4.C.(i) above or 5.C. below, or if NI terminates a Service Order pursuant to Section 4.C.(ii) above, then CUSTOMER shall pay to NI, within ten (10) days of termination, (i) all amounts under or related to that Service Order owed to NI that are attributable to the period ending on the applicable termination date plus (ii) the Non-Recurring Lease Fee for that Service Order, if not already paid. Such amounts constitute liquidated damages, not a penalty.

### **5. LIMITATION OF LIABILITY, DISCLAIMER AND FORCE MAJEURE.**

5.A. Limitation of Liability of NI. OTHER THAN THE OBLIGATION TO ISSUE INTERRUPTION CREDITS UNDER SECTION 6.B.ii. BELOW, NI SHALL HAVE NO RESPONSIBILITY, LIABILITY OR OBLIGATION TO CUSTOMER, ITS AGENTS OR CUSTOMERS FOR (1) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS OR LOSS OF USE, REGARDLESS OF WHETHER NI HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS BY REASON OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DEFECT, DELAY IN AVAILABILITY, OR FOR ANY OTHER CAUSE, (2) THE CANCELLATION OF SERVICES HEREUNDER UPON TERMINATION OF THIS AGREEMENT OR (3) THE INACCURACY OF ANY INFORMATION OR THE INADEQUACY OF ANY PROCEDURES OR PERSONNEL. SERVICE IS PURCHASED AT CUSTOMER'S RISK THAT NI WILL BE ABLE TO PROCURE AND MAINTAIN AN ARRANGEMENT, SATISFACTORY TO NI, IN NI'S SOLE DISCRETION, TO PROVIDE THE REQUESTED SERVICE.

5.B. Disclaimer of Warranty. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT NI DISCLAIMS ANY WARRANTIES OF ANY TYPE OR KIND REGARDING THE SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTIES CONCERNING THE ACCURACY, ADEQUACY OR TIMELINESS OF ANY INFORMATION PROVIDED HEREUNDER.

5.C. Force majeure. If and to the extent that any failures or delay in NI's performance of one or more of its obligations hereunder is caused by any of the following conditions, then NI's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber cuts; equipment failure; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber or network to NI; government codes, ordinances, laws, rules, regulations or restrictions; strikes or other labor disputes; or any other cause beyond the reasonable control of NI. If a force majeure event is not remedied within forty-five (45) days, either party may, without liability, terminate the affected Service Order(s).

### **6. MISCELLANEOUS**

#### **6.A. Interconnection/Collocation.**

**6.A.i. Interconnection Generally.** It is the responsibility of the CUSTOMER to obtain interconnection from NI's equipment at the CUSTOMER Locations, as that term is defined in Section 6.A.ii. below, described in each Service Order. NI shall not be responsible for delays in the provisioning of this interconnection and shall not postpone billing if this interconnection is not provided by the Service Commencement Date contained in each Service Order. CUSTOMER shall pay all amounts billed by NI during any such period of delay.

**6.A.ii. Collocation.** CUSTOMER hereby grants to NI, a license to use however much space, power included, at each CUSTOMER Location listed in a Service Order, that NI reasonably desires in order to satisfy its obligations under this Agreement (a "CUSTOMER Location"). Such arrangement shall be governed by the Terms of Collocation attached as Exhibit A hereto, as well as the terms of this Agreement.

#### **6.B. Interruptions.**

**6.B.i. Interruption.** An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than  $1 \times 10^{-9}$  for a particular communications path within a route between any of NI's equipment at two (2) CUSTOMER Locations listed on a Service Order (a "Route") other than those related to the following, which shall not be deemed an "Interruption": (a) for any period during which CUSTOMER fails to afford access to any facilities for the purpose of investigating and clearing troubles, (b) for planned maintenance outages, (c) for force majeure events, as described in Section 5.C. above, (d) for Interruptions of a Service that is, in whole or part, off-net to NI, or (e) for Interruptions caused, in whole or in part, by CUSTOMER or any third party equipment or network.

**6.B.ii. Interruption Duration.** In the event of an Interruption in the Service provided under this Agreement, allowance for the period of Interruption with respect to each Route (under one or more Service Orders) affected by such Interruption, if not due to the fault or negligence of the CUSTOMER, shall be as follows: No credit shall be allowed for an interruption of eight (8) hours or less. CUSTOMER shall be credited for an Interruption in excess of eight (8) hours at the rate of 1/1440 of the Monthly Lease Fee applicable to the Service which is subject to the Interruption for each half hour or major fraction thereof that an Interruption continues, such Interruption to be measured from (i) the time of notice by CUSTOMER to NI that an Interruption has occurred to (ii) the time of restoration.

**6.C. Fiduciary Relationship.** CUSTOMER understands and accepts that no fiduciary relationship arises by virtue of this Agreement and that, accordingly, NI incurs none of the obligations that arise in such relationship as an incident of its fulfilling its obligations under this Agreement. Further, CUSTOMER understands and accepts that NI is not an insurer of profits for CUSTOMER, nor does NI guarantee the success of CUSTOMER'S business as a result of CUSTOMER'S receipt of services under this Agreement.

**6.D. Relationship.** CUSTOMER is not an authorized agent, partner or co-marketer with NI. CUSTOMER shall not state, either explicitly or implicitly, to any third party that it is affiliated with, authorized, sponsored by, or endorsed by NI. CUSTOMER shall have no authority to incur any obligation or liability on behalf of NI.

**6.E. Assignment.** This Agreement shall be binding on each party and each party's respective successors and assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the parties may assign this Agreement without the consent of the other party to any affiliate of such party, to the surviving entity into which such party may merge or consolidate, or to any entity to which the party transfers all, or substantially all, of its business and assets. NI shall also have the right, without the consent of CUSTOMER, to assign or otherwise transfer this Agreement as collateral to any lender to NI (or lender to any successor or assign of NI); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this



Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement. In the event any such lender assigns any rights it has under this Agreement, CUSTOMER agrees to accept performance of this Agreement by the assignee so long as the assignee is subject to the provisions of this Agreement. Any lien rights claimed by CUSTOMER under this Agreement shall be and are hereby specifically subordinated to the security interests of NI's lender(s).

**6.F. Notices.** Notices to be given in connection with this Agreement shall be in writing, delivered personally or by facsimile, telegram, professional courier or certified, registered or express mail, postage prepaid to the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon the earlier of: (a) the date such notice has been received; or (b) the third calendar day after delivery to a professional courier service; or (c) five (5) calendar days after deposit with the United States Postal Service if sent by certified or registered mail, return receipt requested.

**If to NI:**

Norlight, Inc.  
8829 Bond Street  
Overland Park, KS 66214  
ATTN: Legal

With copy to:

Norlight, Inc.  
3701 Communications Way  
Evansville, IN 47715  
ATTN: President

**If to CUSTOMER:**

Palestine Independent School District  
1600 South Loop 256  
Palestine, TX 75801-5847  
ATTN: **TECHNOLOGY DIRECTOR**  
FACSIMILE NUMBER: **903-729-5588**

**CUSTOMER invoices to:**

Palestine Independent School District  
1600 South Loop 256  
Palestine, TX 75801-5847  
ATTN: **ACCOUNTS PAYABLE**

**6.G. Headings.** The headings of the sections of this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

**6.H. Severability.** In the event any terms and conditions of this Agreement shall be deemed invalid by any court of competent jurisdiction, such terms shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

**6.I. No Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

**6.J. Governing Law & Statutes of Limitation.** This Agreement shall be deemed to be a contract under the laws of the State of Indiana and the construction, interpretation and performance of this Agreement and all transactions thereunder shall be governed by the laws of the State of Indiana. Any claims arising out of or related to this Agreement shall be made within one (1) year from the date the claim arises.

**6.K. Alternative Dispute Resolution.** The parties hereto plan to use due diligence to work together to implement this Agreement and amicably resolve their differences. However, the parties understand that issues and conflicts may arise where they reach an impasse. The parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("Demand").

After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved 30 days after receipt of the Demand, either party may start binding arbitration in Evansville, Indiana. The parties will use their best efforts to conclude the arbitration as expeditiously as possible but in no event later than 90 days following commencement of any proceeding. The arbitration will be before a three-arbitrator panel. Each party will select one arbitrator to represent its interest, at its sole expense. The final arbitrator, who shall be impartial, will be selected by the two party may arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator, provided, CUSTOMER shall reimburse NI for all charges, costs, expenses and attorney's fees described in Section 3.A. above. The decision(s) of a majority of the arbitrators shall be final and binding on the parties.

Notwithstanding the foregoing, either party hereto may resort to a court by applying for interim relief if such party reasonably determines that such relief is necessary to prevent irreparable injury to it or to a third party without the requirement to post a bond.

**6.L. Entire Agreement.** This Agreement, which embodies the entire Agreement between the parties hereto, is subject to final approval by NI and shall not be binding unless executed by both parties. Once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties. Both parties have had the opportunity for counsel to review this Agreement; thus, neither party shall be considered the drafter of this Agreement in the event of filing a claim or other legal proceeding. The parties agree that in the event of any ambiguity of terms, this Agreement shall not be construed against the drafter.




IN WITNESS WHEREOF, the parties have duly signed this Agreement on the date first written above.

Norlight, Inc.

By:

Its:

  
\_\_\_\_\_  
Provided

Palestine Independent School District

By:

Its: Director of Business Services

Date: 02/06/08

*Parenting email/budget approval*

Approved as to form

Legal

By MKB Date 2/7/08

**EXHIBIT A  
COLLOCATION**

**1. GRANT OF LICENSE ("License"):**

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, CUSTOMER hereby grants to NI, an irrevocable and indefeasible right to occupy, use and maintain however much space and power at each CUSTOMER Location as NI reasonably desires in order to satisfy its obligations under this Agreement (the "Licensed Space"), for the term of this Agreement or any then-existing Service Order as long as such Service Order is in effect. From and after the date efforts to ready the Licensed Space for NI's occupancy are commenced, CUSTOMER may not relocate, or cause NI to relocate, any of NI's equipment or facilities from any CUSTOMER Location during the term, unless the CUSTOMER Location is relocated. NI and its affiliates shall have 24 hour / 7 day per week unescorted access to such space and shall have an easement of ingress and egress for its personnel and its facilities to access such space, including any necessary easement and building entrance rights to extend NI's network from the public rights of way into the CUSTOMER Location. No fees or charges shall be imposed on NI in connection with, or related to, the License.

**2. TITLE TO EQUIPMENT:**

Title to NI's equipment and other facilities located in or at each CUSTOMER Location shall remain with NI and its subtenants, sublicensees, successors and assigns, as applicable. From time to time throughout the term, NI may remove, or cause to be removed, from any CUSTOMER Location, any or all of NI's equipment or other facilities. Upon expiration or termination of the License, NI shall remove, or cause to be removed, from each CUSTOMER Location, any and all of NI's equipment and other facilities. CUSTOMER hereby acknowledges and agrees that only NI authorized personnel shall be allowed to access the NI equipment and other facilities.



PLSD Copy

# NORLIGHT, INC.

## SERVICE ORDER #1

Date: January 31, 2008

Acct Exec Initials: DB

Pursuant to all the terms and conditions of the Master Service Agreement between Norlight, Inc. ("NI") and Palestine ISD ("Customer"), dated January 31, 2008. Customer hereby orders the following Service(s):

### CUSTOMER INFORMATION

Customer Name: Palestine Independent School District	Customer #:	
Originator Contact: David Long	Phone: (903) 731-8000	Fax or e-mail: (903) 729-5588 dlong@palestineschools.org
Technical Contact: Mark Schrader	Phone: (903) 731-8000	Fax or e-mail:
Customer Circuit #:	Customer PON:	
Requested Service Date: 6 months from the Effective Date <sup>1</sup>	NI Circuit ID#:	Initial Term: 5 YEARS <sup>1</sup>

1. THIS SERVICE ORDER SHALL BECOME EFFECTIVE ON THE DATE CUSTOMER NOTIFIES NI (I) THAT CUSTOMER HAS RECEIVED ITS APPROVED FUNDING COMMITMENT LETTER FROM THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY ("USAC") FOR THE PROJECT CONTEMPLATED BY THIS SERVICE ORDER OR (II) THAT CUSTOMER DESIRES TO ACTUALLY ORDER THE SERVICE REGARDLESS OF THE STATUS OF ITS FUNDING COMMITMENT LETTER FROM USAC (THE "EFFECTIVE DATE"). SUCH NOTIFICATION (THE "NOTICE") SHALL BE SENT IN WRITING BY CUSTOMER TO THE NI ADDRESSES IDENTIFIED IN SECTION 6.P. OF THE MASTER SERVICE AGREEMENT.

#### FOR EXAMPLE:

IF CUSTOMER, ON 4/1/08, PROVIDES THE NOTICE TO NI (I) CONFIRMING THAT CUSTOMER HAS RECEIVED ITS APPROVED FUNDING COMMITMENT LETTER FROM USAC OR (II) CUSTOMER DESIRES TO ACTUALLY ORDER THE SERVICE REGARDLESS OF THE STATUS OF ITS FUNDING COMMITMENT LETTER FROM USAC, THEN THE "EFFECTIVE DATE" OF THIS SERVICE ORDER WOULD BE 4/1/08 AND THE TARGET SERVICE COMMENCEMENT DATE WOULD BE 10/1/08.

IF THE NOTICE TO NI CONFIRMING THAT CUSTOMER HAS RECEIVED THE NECESSARY FUNDING APPROVALS IS NOT SENT BY CUSTOMER, OR RECEIVED BY NI, PRIOR TO JUNE 30, 2009, THEN THIS SERVICE ORDER SHALL EXPIRE AND TERMINATE WITHOUT LIABILITY TO EITHER PARTY ON JUNE 30, 2009.

2. THE INITIAL TERM SHALL BEGIN ON THE DATE THIS SERVICE ORDER IS EXECUTED AND SHALL CONTINUE UNTIL THAT DATE THAT IS FIVE (5) YEARS AFTER THE SERVICE COMMENCEMENT DATE. AFTER THE EXPIRATION OF THE INITIAL TERM, THIS SERVICE ORDER SHALL AUTOMATICALLY RENEW FROM YEAR TO YEAR UNDER THE SAME TERMS AND CONDITIONS AS STATED HEREIN, UNLESS TERMINATED AT THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM, AS APPLICABLE, WHICH EITHER PARTY MAY DO BY PROVIDING WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM.

### SERVICE STATUS

<input checked="" type="checkbox"/>	New Service
<input type="checkbox"/>	Change Service
<input type="checkbox"/>	Disconnect
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Expedite

### SERVICE(S)

<input checked="" type="checkbox"/>	ETHERNET
<input type="checkbox"/>	SX: Multimode
<input checked="" type="checkbox"/>	Interface: GIGE
<input checked="" type="checkbox"/>	Rate Limited: 1 Gigabit
<input checked="" type="checkbox"/>	LX: Singlemode

QTY: 1 GIGE connection between each of the following locations:

1. Between Location A and Location B
2. Between Location A and Location C
3. Between Location A and Location D
4. Between Location A and Location E
5. Between Location A and Location F
6. Between Location A and Location G

**CUSTOMER LOCATION**

<b>LOCATION A</b> Palestine High School 1600 South Loop 256 Palestine, TX	<b>LOCATION B</b> Palestine Middle School 233 Ben Milam Drive Palestine, TX	<b>LOCATION C</b> Northside Early Childhood Center School 2509 Highway 155 North Palestine, TX
--	--	---

<b>LOCATION D</b> Sam Houston Early Learning Center School 1000 East Lamar Street Palestine, TX	<b>LOCATION E</b> Story Elementary School 5300 South Loop 256 Palestine, TX	<b>LOCATION F</b> Southside Primary School 201 Gillespie Road Palestine, TX
---	--	--

<b>LOCATION G</b> Palestine ISD Operations and Maintenance Facility 1301 South Royall Street Palestine, TX
--

**Monthly Lease Fee**

\$ 9,333.90 /month

**Non-Recurring Lease Fee**

NA

**Special Terms:**

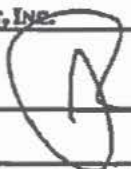
Customer, at its cost, shall provide collocation space and power in Locations A, B, C, D, E, F, and G and access to such space, including any necessary building entrance rights in accordance with the terms of Exhibit A to the Master Service Agreement.

Please call (812) 456-4785 for information and assistance.

This Service Order is hereby incorporated in its entirety into the Master Service Agreement and is hereby executed by the respective parties hereto

**NORLIGHT, INC.**

By:



Name:

(authorized signature)  
JOHN P. CINELLI

(print)

Title:

16 PRESIDENT

Date:

12/13/08

**PALESTINE INDEPENDENT SCHOOL DISTRICT**

By:



Name:

(authorized signature)  
MEGAN LAWSON

(print)

Title:

DIRECTOR OF BUSINESS SERVICES

Date:

02/06/08

Pending Board / budget approval

Approved as to form  
Legal

By MSB Date 2/7/08



# NORLIGHT TELECOMMUNICATIONS, INC.

## SERVICE ORDER #02

Date: December 9, 2009
Acct. Name: Lathrop, SG

Personal to all the terms and conditions of the Master Service Agreement between Norlight Telecommunications, Inc. ("NTT") and Palatka Independent School District ("Customer"), dated January 31, 2008. Customer hereby orders the following Service:

CUSTOMER INFORMATION	
Customer Name: Palatka Independent School District	Contact: #
Ordering Contact: David Long	Phone: 903.731.0000
Technical Contact: Mark Schuster	Phone: 903.731.0000
Customer Credit #:	Customer PO#:
Requested Service Date: As soon as NTT can make service	NTT Credit ID#:
Available:	Valid Term: 3 YEARS

1. THE INITIAL TERM SHALL BEGIN ON THE DATE THIS SERVICE ORDER IS EXECUTED AND SHALL CONTINUE UNTIL THAT DATE THAT IS FIVE (5) YEARS AFTER THE SERVICE COMMENCEMENT DATE. AFTER THE EXPIRATION OF THE INITIAL TERM, THIS SERVICE ORDER SHALL AUTOMATICALLY RENEW FROM YEAR TO YEAR UNDER THE SAME TERMS AND CONDITIONS AS STATED HEREIN, UNLESS TERMINATED AT THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM, AS APPLICABLE, WHICH EITHER PARTY MAY DO BY PROVIDING WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM.

SERVICE(S) A	SERVICE(S)	NOTE: One (1) CR28 connector between each of the following locations: 1. Between Location A and Location B
<input checked="" type="checkbox"/> New Service <input type="checkbox"/> Change Service <input type="checkbox"/> Disconnect <input type="checkbox"/> Other <input type="checkbox"/> Reconnect	<input checked="" type="checkbox"/> ETHERNET <input type="checkbox"/> 10/100/1000 <input checked="" type="checkbox"/> 10/100/1000 <input checked="" type="checkbox"/> 10/100/1000 <input checked="" type="checkbox"/> 10/100/1000	

CUSTOMER LOCATION	LOCATION A	LOCATION B
	PALATKA INDEPENDENT SCHOOL DISTRICT 1500 SOUTH LAMAR PALATKA, TX	WASHINGTON SCHOOL 1000 W. BAKER PALATKA, TX

Monthly Lease Fee	Non-Renewing Lease Fee
\$2,781.22/month	\$0

### Special Terms

License. Customer, at its cost, grants to NTT the right to occupy, use and maintain collection space and power in Locations A and B (the "Licensed space") and access to such space, including any necessary building entrance rights in accordance with the terms of Exhibit A to the Master Service Agreement (the "License"). In addition to the terms of Exhibit A to the Master Service Agreement, as a part of the License, Customer shall provide heat, ventilation and air conditioning ("HVAC") to the Licensed Space sufficient to maintain an ambient temperature of the Licensed Space between fifty (50) and eighty (80) degrees Fahrenheit and to maintain the level of relative non-condensing humidity in the

Liens and Spices between five percent (5%) and thirty-five percent (35%). Customer agrees that his failure to provide the space and services described in this paragraph may adversely impact the Service(s), and NTT shall not be responsible for any such delays, impact, whether under Section 6.B. of the Agreement or otherwise. Furthermore, Customer agrees to indemnify NTT for any damages arising as a result of Customer's failure to provide the services as agreed to by Customer in this paragraph, specifically including but not limited to any failure to provide the HVAC services. Such damages shall include damages to NTT's equipment and facilities as well as labor and other costs incurred to replace or repair such equipment and facilities.

Customer's Efforts. This Service Order requires construction efforts.

Please call (817) 456-4785 for information and assistance.

This Service Order is hereby incorporated in the entirety into the Master Service Agreement and is hereby executed by the respective parties hereto

Mountain Technology, Inc.  
By: \_\_\_\_\_

Palmer Insurance Group, District  
By: *Lisa Lemon* \_\_\_\_\_

Name: *[Signature]* \_\_\_\_\_  
(Authorized Signature)

Name: *Lisa Lemon* \_\_\_\_\_  
(Authorized Signature)

Title: *Vice-President* \_\_\_\_\_  
Date: *01-18-2010*

Title: *Director of Business Services* \_\_\_\_\_  
Date: *12-16-09*



Item 5-d

# windstream. connecting business to business

## SERVICE ORDER # 4

Date: 02/24/2012
Acct Name: Carey Hill

This Service Order ("SO") is hereby incorporated in its entirety into the Master Service Agreement between Windstream MTI, Inc. ("Windstream" or "WIN") and Palestine Independent School District, dated 02/24/2012 (the "MSA"). Customer hereby orders the following Service(s):

### CUSTOMER INFORMATION

Company Name: Palestine Independent School District	Customer #:	Addr.:
Originator Contact: David Long	Phone: 903.731.8003	Email: dlong@paleschools.edu
Tech. On Duty: David Long	Phone: 903.731.8003	Fax: 903.729.5588
Customer Circuit #:	Customer PON:	
Requested Service Desc:	WIN Circuit ID#:	Initial Term: 3 years

### SERVICE STATUS

☒ New Service  
☐ Change Service  
☐ Disconnect  
☐ Other:  
☐ Expedite

### SERVICE TYPE

☒ ETHERNET  
☐ STX Multiservice  
☒ Interface CIRCUIT  
☒ Rate Limit: One (1) Gbps

QTY: One (1) connection between each of the following locations:  
 1. Between Location A and Location B

### CUSTOMER LOCATION

LOCATION A	LOCATION B
NAME: PALESTINE HIGH SCHOOL ADDRESS: 1600 SOUTH LOOP 258 City / State: Palestine, TX Zip Code: 75801 CUI Code: NPA/NXX <input type="checkbox"/> Construction Required	NAME: ANDERSON JUVENILE DETENTION CENTER ADDRESS: 1120 E. CRAWFORD City / State: Palestine, TX Zip Code: CUI Code: NPA/NXX <input checked="" type="checkbox"/> Construction Required

### Monthly Lease Fee

\$ 1,880.00 per month

### Non Recurring Fee

\$ 0.00

1. Initial Term. The Initial Term of this SO shall begin on the Effective Date of this SO and shall continue until that date that is three (3) years after the Service Commencement Date. After the expiration of the Initial Term, this SO shall automatically renew from year to year under the same terms and conditions as stated herein unless terminated at the end of the Initial Term or the then current renewal term, as applicable, which either party may do by providing written notice of termination to the other party not less than thirty (30) days prior to the expiration of the then current term.
2. License. Customer, at its cost, grants to WIN the right to occupy, use and maintain collocation space and power in Locations A, B, and C and access to such space, including any necessary building entrance rights in accordance with the terms of Exhibit A to the MSA.

Ad Cust. Initial

**windstream.**  
connecting business to business

3. Construction. If construction efforts are required, please call (812) 458-4785 for information and assistance. If construction efforts are required pursuant to this Service Order, Customer agrees that, notwithstanding any provision in the Agreement to the contrary, it may not terminate this Service Order for late delivery without incurring termination liability pursuant to Section 4.D.(i) of the Agreement, unless the following conditions are met: (i) WIN misses the Requested Service Date set forth in the Service Order by more than five (5) days; (ii) Customer provides written notice to WIN within ten (10) days following the Requested Service Date; and (iii) Customer provides written notice prior to a subsequent delivery of Service by WIN. If the Customer does not provide notice of termination pursuant to this foregoing conditions and Services are not available at the end of the ten (10) day period following the Requested Service Date, then WIN will have an additional ninety (90) day period to provide the Service, during which Customer may not terminate without incurring the termination liability described in Section 4.D.(i) to the Agreement. Notwithstanding the foregoing, Customer may not terminate a Service Order if any of the causes or reasons for WIN's failure to deliver by the Requested Service Date are beyond WIN's reasonable control. For the purposes of this section, causes and reasons beyond WIN's reasonable control shall include: (i) Force Majeure Events described in the Agreement; (ii) the process of securing permits; (iii) make ready construction; and, (iv) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties. If the Services will not be available by the Requested Service Date, WIN will provide an interim solution consisting of a T1 beginning on the Requested Service Date (assuming LEC facilities are available).

This Service Order is hereby incorporated in its entirety into the Master Services Agreement and the parties hereto have caused this Service Order to be executed by their duly authorized officers or representatives.

Windstream NTI, Inc.

By: \_\_\_\_\_

(authorized signature)

Name: \_\_\_\_\_

(print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Palestine ISD

By: \_\_\_\_\_

(authorized signature)

Name: x David Atkinson

(print)

Title: CEO

Date: x 3/2/12

ALL Curt. Initials





#### APPENDUM TO SERVICE ORDER #4)

This Addendum is entered between the Windstream legal entity(ies) providing the Services to the Customer as identified on the Customer's bill ("Windstream") and (Tulalipa Independent School District) ("Customer"), and amends Service Order # (4) ("SO") entered between Windstream and Customer ("Parties").

The SO shall be deemed amended as follows:

1. Terms. The Parties hereby agree that the Term of the SO shall commence on installation of service and shall continue until 36 months ("the Service Order Renewal Term"). After the expiration of the Service Order Renewal Term, the SO shall automatically renew from year to year under the same terms and conditions, unless terminated at the end of the Service Order Renewal Term or the then current renewal term, as applicable, which either party may do by providing written notice of termination to the other party not less than thirty (30) days prior to the expiration of the then current term.
2. Monthly Lease Fee. The Parties hereby agree that the Monthly Lease Fee shall be \$2,500.00. (see special terms)

#### Special Terms

Total now MRR for the location referenced below is \$2,500.00

Please note changes in address (SO #4) for Juvenile Detention Center SO to correct address below.

Pacific High School	1400 Beach Lane 2nd	Pacific	TX
Anderson Juvenile Detention Center	1120 E. Crawford	Pacific	TX

Sent to  
Windstream  
7/25/12  
Sue

The SO noted above and this Addendum constitutes the Parties' SO. To the extent there is a conflict between this Addendum and the SO, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Witnesses and Customer each aver that the signatures to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Witness or Customer.

Customer  
By: David C. Keiser  
Name: David A. Keiser  
Title: CEO

Witness  
By: Cheryl Hanson  
Name: Cheryl Hanson  
Title: MVP Account Manager



Attachment

Sandra Webb

6

**From:** David Long  
**Sent:** Monday, January 28, 2013 10:58 AM  
**To:** Sandra Webb  
**Subject:** FW: Palestine Independent School District - For discussion  
**Attachments:** Palestine Independent School SO 1[1].pdf  
  
**Importance:** High

For our WAN contract file.

David Long  
Technology Director  
Palestine ISD  
1007 E. Park Ave.  
Palestine, TX 75801  
903-731-8003  
Email: [dlong@palestineschools.org](mailto:dlong@palestineschools.org)

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**From:** Buchanan, Beth [<mailto:Beth.Buchanan@windstream.com>]  
**Sent:** Monday, January 28, 2013 10:07 AM  
**To:** David Long  
**Subject:** FW: Palestine Independent School District - For discussion  
**Importance:** High

Beth Buchanan - Account Manager- GEM Fiber | Windstream  
[beth.buchanan@windstream.com](mailto:beth.buchanan@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)  
o: 812.759.7889 | business: 800.600.5050 | government/education 877.225.1133

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**From:** Buchanan, Beth  
**Sent:** Monday, January 28, 2013 8:50 AM  
**To:** [DLong@palestineschools.org](mailto:DLong@palestineschools.org)  
**Subject:** FW: Palestine Independent School District - For discussion

Attachment  
6

Hi David:

Good morning!

This is for our meeting. I've attached the original agreement to this email and have also forwarded an email from the project manager who worked on this order.

Per our service agreements, the in service date is actually the contract start date. These services were turned up in February 2010. Since the contract was a 5 year agreement, your contract expires in 2015.

Looking forward to speaking with you at 10:00

Thanks!

**Beth Buchanan** - Account Manager- GEM Fiber | Windstream  
[beth.buchanan@windstream.com](mailto:beth.buchanan@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)  
o: 812.759.7889 | business: 800.600.5050 | government/education 877.225.1133

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**From:** Dan Leas  
**Sent:** Friday, February 26, 2010 5:55 PM  
**To:** David Long  
**Cc:** Scott Bailes; Daniel Greenbank; Leas, Daniel  
**Subject:** Palestine Independent School District - Sites ready for turn-up

David,

I wanted to let you know that our testing has completed for the locations below. You can begin your process for test and turn up as soon as you are ready. Please contact our NOC at 1-877-700-4535 if you need any assistance. Please reference the below circuit id anytime you contact our Network Operations Center for assistance.

Project Name	Circuit ID
Palestine Independent School District - Northside Early Childhood Center School	08/KRGS/502461
Palestine Independent School District - Palestine ISD Operations and Maintenance Facility	08/KRGS/502363
Palestine Independent School District - Palestine Middle School	08/KRGS/502460
Palestine Independent School District - Sam Houston Early Learning Center School	08/KRGS/502462
Palestine Independent School District - Southside Primary School	08/KRGS/502464
Palestine Independent School District - Story Elementary School	08/KRGS/502463

Thank you and have a great weekend,

**Daniel Leas**  
Project Implementation Manager  
Norlight  
3701 Communications Way, Evansville, IN 47715  
(812) 759-7968  
[dleas@norlight.com](mailto:dleas@norlight.com)

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